

A. G. Contract No. KR-89-0512-IRD  
Project: F-022-3-544  
Section: Meridian Road -  
Ironwood Street  
ECS File: IGA 88-72

INTERGOVERNMENTAL AGREEMENT

LANDSCAPE MAINTENANCE

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF APACHE JUNCTION, ARIZONA

THIS AGREEMENT is entered into May 17, 1988, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on U.S. 60 at the following location:

From centerline roadway station 739+63.40 to centerline roadway station 792+00, a net distance of approximately 1.0 miles.

NO. <u>13762</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>5-17-89</u>
<u>John Shumway</u> Secretary of State
By <u>B. Vermillion</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State 25 percent of the landscape contract costs.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system in an attractive manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

Further, this Agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

City of Apache Junction  
Director of Public Works  
1001 North Idaho Road  
Apache Junction, AZ 85219

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

CITY OF APACHE JUNCTION,  
A Municipal Corporation

STATE OF ARIZONA  
Department of Transportation

By Kathleen Connelly  
KATHLEEN CONNELLY  
Acting City Manager

By Gary K. Robinson  
GARY K. ROBINSON  
Chief Deputy State Engineer

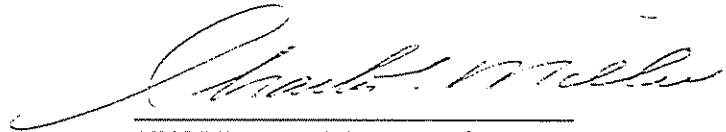
Attest: Kathleen Connelly  
City Clerk

1707j

RESOLUTION

BE IT RESOLVED on this 20th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Apache Junction for the purpose of landscape maintenance on U.S. 60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

RESOLUTION NO. 89-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, SETTING FORTH ITS INTENT TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF APACHE JUNCTION FOR LANDSCAPING THAT PORTION OF THE U.S. HIGHWAY 60 MEDIAN BETWEEN MERIDIAN DRIVE AND IRONWOOD DRIVE.

WHEREAS, it is to the mutual advantage of the State of Arizona and the City of Apache Junction to landscape certain areas of U.S. Highway 60; and

WHEREAS, the City has applied to the Arizona Department of Transportation to include the area on U.S. Highway 60 between Meridian Drive and Ironwood Drive as a project; and

WHEREAS, the Arizona Department of Transportation has approved said landscape project; and

WHEREAS, the State of Arizona and the City of Apache Junction will share obligations for design, construction and maintenance as outlined in an inter-governmental agreement.

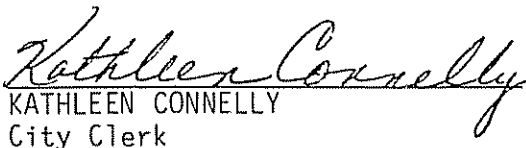
NOW THEREFORE, be it resolved that the Mayor and City Council of the City of Apache Junction, Arizona, hereby approves the Intergovernmental Agreement No. 88-72 for landscaping the U.S. Highway 60 median between Meridian Drive and Ironwood Drive.

PASSED THIS 18TH DAY OF APRIL, 19 89, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA.

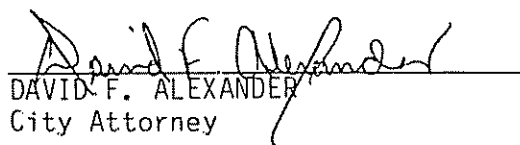
SIGNED AND ATTESTED TO THIS 20TH DAY OF APRIL, 19 89.

  
KENNETH BLUNTSCHLY  
Mayor

ATTEST:

  
KATHLEEN CONNELLY  
City Clerk

APPROVED AS TO FORM:


  
DAVID F. ALEXANDER  
City Attorney

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

I HEREBY state that I have reviewed the proposed intergovernmental agreement between the State of Arizona, Department of Transportation, and the City of Apache Junction, a Municipal Corporation, and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona, ARS 9-240, ARS 9-276.

CITY OF APACHE JUNCTION,  
A Municipal Corporation

By   
DAVID F. ALEXANDER  
City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert W. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. RR-89-0512-TRD is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11<sup>th</sup> day of May, 1989.

ROBERT W. CORBIN  
Attorney General

James R. Reppas  
Assistant Attorney General  
Transportation Division